



THE CITY OF NEW YORK
LAW DEPARTMENT

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ZACHARY W. CARTER
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April 20, 2017

BY ECF & HAND

Honorable Allyne R. Ross
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Lakisha Bryant, et. al. v. Mark Serebrenik, et. al.,
15-CV-3762 (ARR) (CLP)

You Honor:

I am the Senior Counsel assigned to represent defendants Mark Serebrenik, Frank Stankevicius, Matthew Colon, Luis Falcon, and Joseph Palmiotto in the above-referenced matter. The parties reached a settlement post-trial and respectfully request that the settlement stipulation be accepted in lieu of an entry of judgment in this matter. Accordingly, the parties submit the following documents for the Court's endorsement:

- Stipulation and Order of Dismissal, including the Stipulation of Settlement executed by the parties; and,
- Stipulation and Order of Settlement of Attorney's Fees, Expenses, and Costs.

Pursuant to Your Honor's Individual Rules of Practice, courtesy copies of the above documents are being delivered to Chambers. I thank the Court for its attention to this matter.

Respectfully Submitted,

/S
Aimee K. Lulich
Senior Counsel

cc: Cary London, Esq. (By ECF)
London Indusi LLP
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
LAKISHA BRYANT, AS MOTHER AND NATURAL
GUARDIAN OF INFANT I.K., LOUETTE MATHURIN,
AS MOTHER AND NATURAL GUARDIAN OF INFANT
J.M.,

**STIPULATION AND
ORDER OF DISMISSAL**

15-CV-3762

Plaintiffs,

-against-

MARK SEREBRENIK; FRANK STANKEVICIUS; LUIS
FALCON; MATTHEW COLON; and JOSEPH
PALMIOTTO,

Defendants.
----- x

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that

1. The above-referenced action is hereby dismissed with prejudice; and

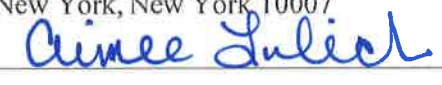
2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to maintain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
April 19, 2017

LONDON INDUSI LLP
Attorneys for Plaintiffs
186 Joralemon Street, Suite 1202
Brooklyn, New York 11201

By: 
Cary London, Esq.
Attorney for Plaintiffs

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
*Attorney for Defendants Mark Serebrenik,
Matthew Colon, Joseph Palmiotto, Frank
Stankevicius, and Luis Falcon*
100 Church Street, 3rd Floor
New York, New York 10007

By: 
Aimee Lulich
Senior Counsel

SO ORDERED:

HON. ALLYNE R ROSS
UNITED STATES DISTRICT JUDGE

Dated: _____, 2017

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
LAKISHA BRYANT, AS MOTHER AND NATURAL
GUARDIAN OF INFANT I.K., LOURETTE MATHURIN,
AS MOTHER AND NATURAL GUARDIAN OF INFANT
J.M.,

**STIPULATION OF
SETTLEMENT**

15-CV-3762

Plaintiffs,

-against-

MARK SEREBRENIK; FRANK STANKEVICIUS; LUIS
FALCON; MATTHEW COLON; and JOSEPH
PALMIOTTO,

Defendants.
-----X

WHEREAS, plaintiffs commenced this action by filing a complaint on or about June 28, 2015, alleging that the defendants violated plaintiffs' federal civil rights; and

WHEREAS, defendants Officers Mark Serebrenik, Matthew Colon, Frank Stankevicius, Luis Falcon, and Lieutenant Joseph Palmiotto have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Isaiah King the sum of FORTY FIVE THOUSAND (\$45,000.00) DOLLARS and plaintiff John Mathurin the sum of FORTY FIVE THOUSAND (\$45,000.00) DOLLARS in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against the defendants and to release defendants Mark Serebrenik, Matthew Colon, Joseph Palmiotto, Frank Stankevicius and Luis Falcon; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs' civil rights and any and all related state law claims, from the beginning of the world to the date of the General Releases, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs each shall execute and deliver to the City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from Medicare for the reimbursement of any conditional payments made by Medicare for any injury or condition that is the subject of this lawsuit. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants and the City of New York reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
APRIL 19, 2017

LONDON INDUSI LLP
Attorneys for Plaintiffs
186 Joralemon Street, Suite 1202
Brooklyn, New York 11201

By: 
Cary London, Esq.
Attorney for Plaintiffs

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
*Attorney for Defendants Mark Serebrenik,
Matthew Colon, Joseph Palmiotto, Frank
Stankevicius, and Luis Falcon*
100 Church Street, 3rd Floor
New York, New York 10007

By: 
Aimee Lulich
Senior Counsel

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LAKISHA BRYANT, AS MOTHER AND NATURAL
GUARDIAN OF INFANT I.K., LOURETTE MATHURIN,
AS MOTHER AND NATURAL GUARDIAN OF INFANT
J.M.,

Plaintiffs,

-against-

MARK SEREBRENİK; FRANK STANKEVICIUS; LUIS
FALCON; MATTHEW COLON; and JOSEPH
PALMIOTTO,

Defendants.

STIPULATION AND
ORDER OF
SETTLEMENT OF
ATTORNEY'S FEES,
EXPENSES, AND COSTS

15-CV-3762

WHEREAS, plaintiffs Isaiah King and John Mathurin commenced this action by filing a complaint on or about June 28, 2015, alleging that defendants Officers Mark Serebrenik, Matthew Colon, Frank Stankevicius, Luis Falcon, and Lieutenant Joseph Palmiotto violated their federal civil rights; and

WHEREAS, all defendants deny any and all liability arising out of plaintiffs' allegations; and

WHEREAS, plaintiffs' counsel represents that plaintiffs have assigned all of their rights to attorneys' fees, expenses, and costs to their counsel, London Indusi LLP; and

WHEREAS, counsel for defendants and counsel for plaintiffs now desire to resolve the issue of attorneys' fees, expenses, and costs without further proceedings;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for the respective parties to the above-captioned action, as follows:

1. Defendant City of New York hereby agrees to pay plaintiffs' counsel, London Indusi LLP, the total sum of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS in full satisfaction of plaintiffs' claims for attorneys' fees, expenses, and costs. In consideration for the payment of ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS, counsel for plaintiffs agree to release and discharge defendants Mark Serebrenik, Matthew Colon, Joseph Palmiotto, Frank Stankevicius and Luis Falcon; their successors or assigns; the City of New York; and all past and present officials, employees, representatives, and agents of the City of New York; the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all claims of attorneys' fees, expenses, and costs that were or could have been alleged in the aforementioned action.

2. Counsel for plaintiffs hereby agrees and represents that no other claims for attorneys' fees, expenses, or costs arising out of this action shall be made by or on behalf of plaintiffs in any application for attorneys' fees, expenses, or costs at any time.

3. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

4. This Stipulation and Order contains all the terms and conditions agreed upon by counsel for defendants and counsels for plaintiffs hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation

and Order regarding the subject matter of attorneys' fees, expenses, or costs shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.


LONDON INDUSI LLP
Attorneys for Plaintiffs
186 Joralemon Street, Suite 1202
Brooklyn, New York 11201

By:


Cary London
Attorney for Plaintiffs

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
*Attorney for Defendants Mark Serebrenik,
Matthew Colon, Joseph Palmiotto, Frank
Stankevicius, and Luis Falcon*
100 Church Street, 3rd Floor
New York, New York 10007

By:


Aimee Lulich
Senior Counsel

SO ORDERED:

Dated: New York, New York
APRIL 19, 2017

HON. ALLYNE R ROSS
UNITED STATES DISTRICT JUDGE